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CROWNE PROFESSIONAL PARK AT STEPHANIE UNIT-OWNERS

8 ASSOCIATION, INC.

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13 Attorneys for Defendants

14 NATIONWIDE ASSURANCE COMPANY and

15 NATIONWIDE MUTUAL INSURANCE COMPANY

16 **UNITED STATES DISTRICT COURT**

17 **FOR THE DISTRICT OF NEVADA**

19 CROWNE PROFESSIONAL PARK AT
20 STEPHANIE UNIT-OWNERS

21 ASSOCIATION, INC., a Nevada non-
profit corporation,

22 Plaintiff,

23 v

24 NATIONWIDE ASSURANCE
25 COMPANY; NATIONWIDE MUTUAL
26 INSURANCE COMPANY; DOES 1-100;
and ROE ENTITIES 1-100,

27 Defendants.

Case No.: 2:25-cv-00037-RFB-MDC

**STIPULATION AND [PROPOSED]
ORDER FOR DISMISSAL OF THE
ACTION, WITHOUT PREJUDICE,
AND TOLLING OF APPLICABLE
STATUTES OF LIMITATIONS AND
TIME TO SUE POLICY PROVISION**

1 Plaintiff CROWNE PROFESSIONAL PARK AT STEPHANIE UNIT-OWNERS
2 ASSOCIATION, INC. (“Plaintiff”), by and through its undersigned counsel of record,
3 and Defendants NATIONWIDE ASSURANCE COMPANY and NATIONWIDE
4 MUTUAL INSURANCE COMPANY (collectively, “Defendants”), by and through their
5 undersigned counsel of record, hereby jointly stipulate and agree, and respectfully request
6 the Court to order, as follows:

7 1. Plaintiff, at all relevant times, was insured under a Premier Businessowners
8 policy of insurance issued by Defendant Nationwide Assurance Company
9 (“Nationwide”), policy number ACP BPO 13029405165, in effect from August 1, 2021
10 to August 1, 2022, insuring a commercial building located at 1348 Paseo Verde Parkway,
11 Henderson, Nevada (the “Policy”).

12 2. This action derives from a claim made by Plaintiff to Nationwide under the
13 Policy for insurance benefits for property damage caused to the insured building by
14 water. Nationwide denied coverage for the property damage because, as Nationwide
15 contends, the loss was not caused by a covered cause of loss but was due to water
16 intrusion through wear, tear and deterioration of the caulking at counter flashing and the
17 waterproofing membrane at roof penetrations on the roof of the building and due to
18 negligent repairs and/or maintenance, which Defendants allege are excluded causes of
19 loss under the Policy.

20 3. Plaintiff has asserted against Defendants in the Complaint on file herein
21 causes of action for fraudulent and negligent misrepresentation, declaratory relief, breach
22 of contract, breach of covenant of good faith and fair dealing, bad faith denial of
23 insurance claim, unjust enrichment, indemnity, constructive fraud, breach of fiduciary
24 duty, and for attorney’s fees.

25 4. Defendants filed a Motion to Dismiss the fraud and misrepresentation causes
26 of action of the Complaint or, in the alternative, for a more definite statement (ECF
27 Document No. 4). The Court has not yet issued a ruling on that motion.
28

5. Plaintiff and Defendants have agreed and hereby stipulate that Plaintiff shall dismiss this action, without prejudice, and, in exchange and as consideration for that dismissal, Defendants hereby agree and stipulate that the statute of limitations applicable to the causes of action asserted by Plaintiff in the Complaint on file in this action as of this date, and the Policy's two year internal time limitation for bringing a legal action against Nationwide, found in the Policy's Property Loss Conditions, item (4), titled Legal Action Against Us, shall be deemed tolled for a period of one (1) year from the date of said dismissal, such that Plaintiff may refile the identical causes of action as already exist in the Complaint on file herein, but no others, against Defendants within one year from the date of said dismissal, subject to Nationwide's refiling of its Motion to Dismiss the fraud and misrepresentation causes of action, and Nationwide waives the applicable Statute of Limitations and internal Policy time limitation to sue as against those identical causes of actions if refiled within that one year.

6. The agreement by Nationwide to toll and waive a statute of limitations defense and the Policy's internal two year time limitation to sue is applicable only as to the causes of action already pled against Defendants by Plaintiff in the Complaint on file in this action as of the date of this Stipulation. Defendants reserve the right to assert any and all defenses, including a statute of limitations defense and/or the Policy's internal time limitation to sue, against any new or other causes of action or claims Plaintiff should, in the future, assert or file against Defendants related to the loss and insurance claim that is the subject of this action.

IT IS SO STIPULATED.

Dated: May 1, 2025

WOODBURY LAW

By: /s/ Rodney S. Woodbury
 Rodney S. Woodbury
 Attorneys for Plaintiff
 CROWNE PROFESSIONAL PARK AT
 STEPHANIE UNIT-OWNERS ASSOCIATION,
 INC.

1 Dated: May 1, 2025

HINES HAMPTON PELANDA LLP

2
3 By: /s/ Nicole M. Hampton

4 Nicole M. Hampton

5 Attorneys for Defendants

6 NATIONWIDE ASSURANCE COMPANY, and

7 NATIONWIDE MUTUAL INSURANCE
8 COMPANY

9 **ATTESTATION OF CONCURRENCE IN FILING**

10 I hereby attest and certify that on May 1, 2025, I received concurrence from
11 Rodney Woodbury to file this document with his electronic signature attached.

12 I certify under penalty of perjury under the laws of the United States of America
13 that the foregoing is true and correct. Executed on May 1, 2025.

14 /s/ Nicole Hampton

15 Nicole Hampton

16
17 **IT IS SO ORDERED:**

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19 

20 RICHARD F. BOULWARE, II

21 UNITED STATES DISTRICT JUDGE

22 DATED: May 9, 2025.
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